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**This Authorized Reseller Agreement is expressly limited to and made conditional upon the exclusivity of these terms and conditions. Any proposal for additional or different terms or any attempt to vary, in any degree, any of the terms of this Agreement shall be deemed a material alteration hereof and is expressly rejected. The terms and conditions of this Agreement may only be amended by the parties' specific, written assent to the change.**

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### **Authorized Reseller Requirements**

By accepting this Authorized Reseller Agreement (the "Agreement") you and your business (hereinafter referred to as "You" or "Your") are permitted to sell certain of The NOCO Company ("NOCO") products ("NOCO Products"). Subject to the terms of the Agreement, You may promote Yourself as an "Authorized Reseller" of NOCO Products. You agree to adhere to the terms of this Agreement at all times, in order to qualify and remain an Authorized Reseller of NOCO Products, to be able to offer NOCO's product warranties, and to use NOCO's trademarks and other advertising materials consistent with this Agreement.

### **Maintain Business Information & Disclose All Locations**

Throughout the term of this Agreement, You agree to provide NOCO with accurate and up-to-date company information related Your sale of NOCO Products and the locations from which any such sales are made including, but not limited to, sales from Your physical brick & mortar store(s), Your commerce-enabled website(s), or temporary storefronts (events, trade shows, pop up stores, etc.). NOCO reserves the right to determine that any such location, including a website or other e-commerce platform, is not appropriate.

### **Report Sales for Physical Retail Location(s) and E-Commerce Sites**

Upon request by NOCO, You must provide sales information by stock keeping unit (SKU) for each Qualifying Retail Location. NOCO reserves the right to review Your financial information pertaining to sales of NOCO Products or Your business operations (conduct) to ensure compliance with this Agreement.

### **NOCO's Trademarks, Copyrights, & Brand Policy**

NOCO invests heavily in promoting and protecting its trademarks, copyrights, brand, goodwill, and reputation. (See more below under "Trademark, Copyright, & Brand Policy").

These investments have helped to establish NOCO's respected and trusted reputation within the industry. As an Authorized Reseller of NOCO Products, You reap the benefits of these investments. Accordingly, You acknowledge and agree to comply with NOCO's Trademark & Brand Policy. You can read the entirety of NOCO's Trademark & Brand Policy here <https://no.co/reseller-trademark-policy>, which is incorporated and made part of this Agreement.

You further agree to represent yourself as an Authorized Reseller of NOCO Products in all advertising, online or otherwise. You are strictly prohibited from setting up a business, filing a trademark application, or registering a domain name or social media username that contains any of NOCO's trademarks or variations thereof. To ensure compliance with this Agreement, You must only use pre-approved marketing materials, including NOCO's copyrighted materials and images at [www.no.co/downloads](http://www.no.co/downloads), for all NOCO Products.

### **NOCO's Minimum Advertised Price (MAP) Policy**

NOCO has implemented a minimum advertised price policy ("MAP Policy") in order to promote competition and fairness among authorized resellers. By signing this Agreement, You acknowledge that You have read and

understand the MAP Policy and hereby agree to abide by the terms. The MAP Policy can be found here: <http://no.co/resellers/map-policy>, and is incorporated and made part of this Agreement.

#### **Sell to Retail Consumers Only**

You may only sell NOCO Products to retail customers. You may not sell NOCO Products in bulk, to wholesalers, to freight forwarders/drop shippers for other retailers, or to any other business or individual that You know or reasonably should know intends to resell NOCO Products.

#### **Purchase from Authorized Sellers Only**

You may only purchase NOCO Products from authorized distributors and resellers. You are strictly prohibited from purchasing NOCO products from other retailers or from other sources not explicitly endorsed by NOCO.

#### **Only Sell NOCO Products in Original Packaging**

You shall only sell NOCO Products in the original NOCO packaging. Removing, defacing or otherwise altering the packaging or trade dress of any NOCO Product, including any logos or trademarks, is strictly prohibited.

#### **Customer Confusion**

You shall not advertise, market, display, or demonstrate non-NOCO products together with NOCO Products in a manner that would create the impression that the non-NOCO products are made by, endorsed by, or associated with NOCO or NOCO Products. This includes both brick and mortar store sales as well as any online sales.

#### **Sell on Approved Retail Website(s) Only**

You may only sell NOCO Products on websites that are deemed Qualifying Retail Locations. You are expressly prohibited from selling NOCO Products on the following online platforms: (i) any third-party sites, such as eBay, Amazon, Alibaba, etc., (ii) any drop-ship accounts, such as Buy.com, Newegg.com, Overstock.com, etc., (iii) any classified sites, such as Craigslist.com, Facebook Marketplace, etc., or (iv) through any direct messages on forums.

#### **Product Warranties**

Each NOCO Product sold by NOCO or an Authorized Reseller comes with a NOCO warranty applicable to that particular NOCO Product. Because NOCO cannot assure that genuine NOCO Products are being sold if sold by unauthorized resellers, these warranties may be void for any sales not made by NOCO or an Authorized Reseller. NOCO Product warranties may not be changed, altered, added to, or removed without the express written consent of NOCO.

#### **Governing Law**

This Agreement shall be governed by and interpreted in accordance with U.S. federal laws and the laws of the State of Ohio, as applicable, without regard to conflicts of law, and the federal or state courts of competent jurisdiction located in the County of Cuyahoga, Ohio shall be the sole jurisdiction for disputes arising out of this Agreement.

#### **Breach and Enforcement**

If You breach this Agreement, You agree to reimburse NOCO for its costs and fees, including attorney fees, incurred in enforcing NOCO's rights under this Agreement.

#### **Change to Agreement**

NOCO reserves the right to change or amend the terms of this Agreement at any time, upon notice to You. If any term should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any country in which these terms are intended to be effective, then to the extent and within that jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from this Agreement and the remaining terms shall survive and remain in full force and effect and continue to be binding and enforceable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereto affixed their signatures below:

**THE NOCO COMPANY**

**[SELLER]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_